United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL

Advice Memorandum

DATE: May 18, 2004

TO : Ronald K. Hooks, Regional Director
Region 26

FROM : Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: Bridgestone/Firestone (Morrison, TN) 512-5012-6787-3300
Case 26-CA-21543 512-5012-6787-6700

This Section 8(a)(1) case was submitted for advice on whether a Employer rule prohibiting any permanent additions to the company uniform, with the exception of an attachment of the American flag, was unlawfully applied against the attachment of an iron-on Union logo where the Employer otherwise freely allowed employees to display other Union insignia to its uniform.

We conclude that the Employer lawfully applied its rule against the permanent attachment of the iron-on Union logo to its uniform. Where the Union had twice unsuccessfully attempted to change the Employer's rule and thus had acquiesced to the rule's application against the iron-on Union logo, and the Employer otherwise freely permits employees to display Union insignia as long as the insignia are not permanently attached to the uniform, the Employer's application of its rule did not unlawfully interfere with the employees' right to display Union insignia.

FACTS

The Union represents approximately 800 production and maintenance employees at the Employer's tire manufacturing facility. Pursuant to a 1998 memorandum to employees, the Employer requires employees to wear Employer reimbursed company uniforms while the employees are on company premises and performing company business. The uniform shirts permanently display the company name over the shirt pocket. The Employer allows employees to freely display insignia on this uniform, including Union insignia, as long as they are not permanently attached.[1] The Employer allows no permanent changes to its uniform with a single

[1] Employees thus have worn buttons, hats, stickers, and arm bands with no objection from the Employer.

exception: employees may permanently attach to the uniform a representation of the American flag.

The last bargaining agreement between the parties expired on April 23, 2004, and was extended during negotiations which continue to date. The iron-on Union logo measures about four inches. When attached, the Union logo is positioned on the shirt pocket directly below the much smaller Employer logo. Display on company uniforms of the iron-on Union logo first arose during mid-term contract negotiations in 1997 and 1998. On those occasions, the Union proposed that company uniforms display the Union logo with the Employer logo. The Employer rejected the proposals; the Union eventually withdrew them.

This issue arose again during contract negotiations in 2000. In January 2000, Union officials appeared at a grievance meeting wearing iron-on Union logos on their uniforms. When the Employer refused to proceed with the meeting, the officials changed shirts. Employees did not again attempt to wear the iron-on Union logo until 2004, during pending contract negotiations. On January 25, 2004, several employees reported to work with the iron-on Union logo on their uniforms. The Employer advised the employees that this conduct was not allowed and that they would be disciplined if it continued.[2]

ANALYSIS

We conclude that the Employer's application of its rule against the iron-on Union logo did not unlawfully interfere with the employees' right to display Union insignia.

The wearing of union buttons or insignia falls within the ambit of Section 7 "mutual aid and protection".[3] An employer may be able to demonstrate "special circumstances" sufficient to justify a prohibition of or limitation on this conduct. Special circumstances may involve an employer's business interest in preserving a "public image which the employer has established, as part of its business

[2] The Employer notified the Union of the employees' conduct but stated that no employee would be disciplined as long as the conduct ceased. The Union then notified its stewards to inform member-employees to not wear the iron-on Union logo on their uniforms.

[3] Republic Aviation Corporation v. NLRB, 324 U.S. 793, 803-804 (1945).

plan, through appearance rules for its employees"[4] or the need to maintain harmonious conditions within the plant.[5]

In Reynolds, the Board found no violation in the employer's prohibition against the wearing of a particular button, which contained a red line drawn through the word "scab." The Board noted the presence of "special circumstances" arising from numerous hostile acts between strikers and nonstrikers giving rise to the employer's prohibition. In finding no violation, however, the Board also particularly relied upon the employer's permitting employees to wear other insignia:

> "*Most importantly*, both before and after the strike, [the employer] undisputedly permitted the wearing of all other types of union insignia." (Emphasis added) Id., at note 1.

In the instant case, the Employer similarly also allowed employees to freely exercise their Section 7 right to display Union insignia, as long as those insignia were not permanently attached to their uniforms. The Employer's rule against permanent additions to its uniform also was a well settled employment term, acquiesced to by the Union which twice unsuccessfully had attempted to change it.

Finally, the Employer arguably has not banned the display of the iron-on Union logo but rather has merely banned a particular method of displaying this insignia, or any other Union insignia, i.e., via permanent attachment. Theoretically, employees can display even the iron-on Union logo if they merely attach it to their uniform in a nonpermanent way. Viewed from this perspective, the Employer has not banned the display of any Union insignia at all.

In all the above circumstances, we would not argue that the Employer's application of its agreed-upon rule against permanent changes to its uniform unlawfully interfered with employee Section 7 rights. Accordingly, the Region should dismiss this allegation, absent withdrawal.

B.J.K.

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[4] See, e.g., United Parcel Service, 312 NLRB 596, 597 (1993), enf. denied 41 F.3d 1608 (6th Cir. 1994).

[5] Reynolds Electrical& Engineering Co., Inc., 292 NLRB 947 (1989).